

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A-3	PAGE OF PAGES 1 63	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-03-R-0066		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 10 Sep 2003	6. REQUISITION/PURCHASE NO. 03-CLR-069	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3321, CATHERINE ROWE 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167 TEL: 301-227-1100 FAX: 301-227-3476	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 121, Room 200</u> until <u>14 00</u> local time <u>30 Oct 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME CATHERINE ROWE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-1100		C. E-MAIL ADDRESS RoweCL@nswccd.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		12	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		14			
X	G	CONTRACT ADMINISTRATION DATA		15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		17	X	M	EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
0001	Engineering and technical services for Submarine and Surface Ship Acoustical Trials in accordance with the task areas specified in Section C – Statement of Work		Lot		

\*Support Costs at actual cost plus applicable indirect costs only.

## ESTIMATED COST:

\*\*FIXED FEE: \_\_\_\_\_

## TOTAL COST PLUS FIXED FEE:

0002	Data in accordance with the DD Form 1423 attached to this contract.		Lot	***NSP	
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The contract period of performance is from the effective date of the contract through five (5) years thereafter. This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract

\*Support Costs: Support Costs shall be included in the cost of CLIN 0001. Support Costs shall be reimbursed at actual cost plus applicable indirect costs only and consist of material and travel. The value to be assumed for the Support Costs (excluding the indirect costs) in any offer under this solicitation shall be \$1,355,700.00. Proposed fee shall be based on total labor only, excluding the estimated Support Costs.

\*\* Fixed Fee: The fixed fee included in response to this solicitation shall include fee for the prime contractor as well as any subcontract(s) and consultants(s) which have been identified as teaming partners in the offeror's proposal. Therefore, the individual task orders negotiated under this contract will determine the fee amount for the order by applying a pro-rata share of this fixed fee to the total estimated costs for the prime, subcontract(s) and consultant(s) negotiated for individual task order.

\*\*\*NSP: Not separately priced, included in the price of CLIN 0001.

Minimum and Maximum Quantities: As referred to in paragraph (b) of Clause No. 52.216-22 – Indefinite Quantity, the contract minimum quantity of \$25,000.00 and the maximum quantity is the Total Contract Amount. The maximum quantity is not to be exceeded without prior written approval from the Procuring Contracting Officer (PCO).

Government Furnished Equipment and Material: The Government will provide Government Furnished Equipment and Materials as may be required for performance of the services under the contract to the maximum extent possible.

In accordance with FAR 22.605(a)(5) and Clause No. 52.222-20 – Walsh-Healey Public Contracts Act, in regards to supplies and materials, the contractor shall:

(1) ensure than any material/hardware items that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.

(2) obtain competition (items valued over \$2,500.00 whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

**Rights in Technical Data and Computer Software:** The Government shall have unlimited rights in the technical data and computer software delivered under this contract in accordance with, and as defined in Clause Nos. 252.227-7013 and 252.227-7014 which are contained in Section I of the contract.

## SECTION C Descriptions and Specifications

### 1.0 INTRODUCTION

The Contractor shall provide engineering and technical support services for submarine and surface ship acoustical trials in the assessment of current measurement procedures and the improvement thereof for acoustic trials and special trials related studies in the assessment of noise measurement systems, and in the collection, reduction, analysis and reporting of submarine trials data in accordance with established standards. These Contractor support tasks shall include the development of trial documentation and test plans prior to each at-sea period as well as the preparation of final reports following the completion of trials. Engineering and technical support efforts shall encompass radiated, platform, sonar self, structureborne and airborne noise measurement disciplines, as well as trials coordination, evaluation of current measurement and acoustic data processing systems, including artificial intelligence based systems. Ongoing program assistance shall also be provided to implement short and long term program assessment, cost cycles and analysis, and program documentation.

### 2.0 SCOPE OF WORK

The specific tasks to be performed in support of the Submarine and Surface Ship Acoustical Trials Program shall be similar to those outlined in the subsequent paragraphs. Task assignments shall be specified in individual delivery orders. Some services required under specific tasks shall be performed at NSWCCD and onboard US Navy submarines or surface ships during the conduct of trials. Additionally services shall be performed at other Navy facilities, i.e. HAYES, South Florida Testing Facility, Bayview, and SEAFAC sites, and at the Contractor's facilities. Specific locations for the performance of individual task assignments shall be defined in the individual task orders.

#### A. Task 1 - Radiated-Noise Measurements, Analysis and Reporting

The Contractor shall assist in data acquisition, analysis, and reporting of radiated-noise, far-field acoustic signatures during submarine and surface ship acoustical trials. Develop recommendations for test and evaluation of ship systems and machinery components. Reduce and compile far-field signature levels into report-ready formats. Train ship's force in onboard, acoustic measurement techniques and help to maintain acoustic life cycle tracking of individual submarines. Ensure that objectives of the Submarine Acoustic Signatures Maintenance Program (SASMP) are fully accomplished. Support preparation, conduct, and documentation of signature trials using current and future measurement systems located onboard HAYES and SEAFAC.

The Contractor shall assess the effectiveness of ship silencing features incorporated into USS LOS ANGELES and USS OHIO classes of submarines. The Contractor shall assist NSWCCD in assessments of design options for incorporation of innovative and cost-effective silencing technologies into future naval combatants, including the VIRGINIA and DDX classes. Perform research studies of submarine quieting techniques and ship design parameters in order to maximize stealth features.

#### B. Task 2 - Submarine Detection and Detectability (D&D) Studies

The Contractor shall perform services in the specialized areas of detection and counter-detection calculations for a variety of platforms and detection systems, acoustic vulnerability algorithms for U.S. and foreign submarines, and performance assessment techniques for various geographical locations and environmental conditions. Formulate application of the figure-of-merit (FOM) equation to acoustic signature results. This work enables preparation of the Fleet-standard Detection and Detectability (D&D) reports for submarines undergoing full-scale and extended operating cycle acoustical trials.

The Contractor shall review acoustical trial results and input all measurement data into the Detection and Detectability Work Station (DDWS); provide D&D recommendations for ship messages on trial findings; perform detectability range predictions and determine acoustic vulnerability profiles of the test vessel; and summarize radiated-noise and self-noise signatures for the deploying submarines. Calculate and format estimated ranges for

both steady-state conditions and transient evolutions, and for both broadband and narrowband frequency components. Draft textual material for appropriate sections of the D&D report. Prepare a Homeport Brief of information to be presented to each submarine, including graphical presentations and electronic wave files of silencing deficiency items.

C. Task 3 - Submarine and Surface Ship Noise Source Localization and Analysis

The Contractor shall provide engineering and scientific support in the localization, identification, and definition of shipboard noise sources. These efforts shall be in support of noise sources/acoustic problems on specific ships, classes of ships, or in support of new designs such as VIRGINIA Class submarines and DDX, CVNX, and JCCX Class surface ships. In this task, the Contractor shall analyze the full range of acoustic data available from the Acoustic Trials Program, including radiated noise, platform and sonar self-noise, and structureborne noise. Of particular interest shall be the development of noise source localization techniques and procedures to correlate the radiated noise sources to structureborne noise hull array and platform noise hydrophone measurements. Improved radiated noise source localization methods and algorithms to determine the specific areas of the submarine/surface ship hull radiating noise shall also be investigated and evaluated. Noise sources and propagation paths for vibration sources controlling the bow area sonars shall also be investigated and evaluated using platform noise hydrophones and hull/structurally mounted accelerometers.

As part of this effort, the Contractor shall develop experiments and tests that shall be conducted during Acoustic Trials to identify and quantify specific noise sources and/or source localization techniques. This shall include test planning, equipment and processing technique identification, test conduct, and post-test data analysis and reporting. The Contractor shall also provide technical expertise in the area of submarine and surface ship low frequency vibration measurement and analysis for at-sea trials.

The Contractor shall provide engineering support in the acquisition and analysis of acoustic data during new construction Builder's trials of USS ARLEIGH BURKE (DDG 51) Class destroyers. In this task, the Contractor shall install data acquisition equipment such as ELAPS and SSNFS for the acquisition of sonar element level data, sonar dome, hydrophone, and accelerometer data. The data during the trial and provide post trial analysis. The Contractor shall analyze sonar self-noise data acquired by the building yard using either the ADAAS collector system or SIMAS and provide a written report detailing the sonar self-noise results.

The Contractor shall provide engineering and technical support during all phases of the post construction acoustic trials for USS ARLEIGH BURKE (DDG 51) Class. Specific efforts in the area of sonar self-noise include: contribute to pre-trial meetings and provide agenda inputs; dockside setup and testing of sonar self-noise hardware: ADAAS collector, SSNFS, and ELAPS; perform AN/SQS-53C receive sensitivity measurements, shaker tests, and any other pretrial tests; collect data at-sea; analyze data and provide report input; and assist with post trial hardware removal. The Contractor shall provide real time recommendations for additional test scenarios to isolate problems / anomalies observed in the collected data. For post trial analysis, the Contractor shall perform modeling of sonar self-noise data using software such as ELAPS Analysis Tools; and Estimation and Prediction of Components (EPOC).

As required, the Contractor will provide underwater inspections, photography, and test support by providing the services of qualified divers ensuring all prerequisites are met. Prior to performing any dive services, the Contractor shall provide a Dive Plan and Emergency Assistance Checklist as referenced in Section J for approval by the Contracting Officer's Representative.

The Contractor shall provide engineering and technical support in the determination and correction of acoustic problems/anomalies reported by surface ships; squadron; type desk; or Fleet Technical Support Center. Specific efforts shall include: communication/coordination with the fleet, squadron, and other organizations involved; determining data acquisition equipment requirements; developing specialized test fixtures; developing a test agenda; performing dockside equipment load, checkout, and testing; coordinating data acquisition; and providing post test data reduction and reporting. The Contractor shall also provide a post test ship briefing with recommendations for the correction of the problem or further testing required. The Contractor shall acquire and analyze data from the

following hull, keel and towed array sonar: AN/SQS-56; AN/SQR-19; AN/SQS-53 (all variants) and AN/SQS-32. Dockside/at-sea testing and alignments shall include but not limited to: sonar receive sensitivity, shaker tests, air emission system lineup and adjustment, anomaly investigations, spoke localization, own ship radiated noise measurement using the towed array, and shipboard noise localization.

The Contractor shall provide support in the conduct of Surface Ship Radiated Noise Measurements and Post Construction (PCON) acoustic trials. This support shall be in the preparation, briefings, trial direction, shipboard localization of noise sources, as well as post trial data reduction, analysis and report production. Shipboard team personnel shall provide setup and operation of the trial tracking /ranging system, demonstrate performance in providing range safety and shipboard maneuvering recommendations during SSRNM testing at Navy ranges, propeller/shafting monitoring assessment; air emission system lineup and operation; and shipboard engineering on major combatants to enable coordination with ships forces to ensure that the ships propulsion and power plant operating conditions are in accordance with the SSRNM requirements. Radiated noise measurement assistance requires a demonstrated performance as a radiated noise analyst during the conduct of US Navy surface combat ship acoustic trials in support of post construction acoustic trials, Strike Force COMTUEX measurements, and other U.S. Navy designated trials. The Contractor shall operate the shore side hardware and software for data acquisition and analysis.

D. Task 4 - Oceanographic Research Vessel/Hydrographic Survey Vessel Support

The Contractor shall provide engineering and scientific services, materials, and personnel necessary to support the conduct of R&D evaluations and trials on oceanographic research vessels and hydrographic survey ships. The Contractor shall provide technical support for R&D acoustic evaluations intended to verify design and platform acceptability for various acoustic systems, both towed and platform-mounted. As part of this, the Contractor shall provide project management support and interface with the Government. This support will include preparing program plans, participating in ship design reviews, participating in program review meetings, and developing documentation for ship design improvements.

The Contractor shall provide Pre-Trial planning and preparation support. Efforts will include: determining the test conditions that need to be evaluated on the test vessel; generating test plans and test run agendas; determining the test equipment and sensors that need to be measured during dockside and at-sea testing; measurement or analysis system software development/support as necessary; and reviewing appropriate data and documentation that could impact the test or trial. The Contractor shall conduct pre-trial ship checks as necessary to plan for at-sea tests and trials.

The Contractor shall provide trial direction support during the conduct of at-sea tests and trials. The Contractor will support the direction of trials by acting as the interface between the trial party and the ship's crew, ensuring ship operating conditions are in accordance with those specified in test plan or trial agenda, and ensuring that any diving operations/inspections are conducted in a safe and effective manner.

The Contractor shall participate in and support TAGS acoustic trials and at-sea acoustic evaluations. The Contractor shall support the platform noise and sonar self-noise phases of NAVOCEANO research and survey ships. This support will include: performing instrumentation and equipment calibrations during the pre-trial dockside load periods; acquiring acoustic data during at-sea test and acoustic trial periods, and performing on-site data analysis to ensure the adequacy and accuracy of acquired data. At the conclusion of at-sea tests and trials, the Contractor shall prepare required "quick-look" report and/or message inputs in NSWCCD specified formats.

After the conclusion of at-sea tests and trials, the Contractor shall conduct post trial data analysis in accordance with trial requirements and objectives, and fully document the data acquired during tests and trials. Analysis will be conducted to verify ongoing design efforts for backfit and future ship designs. The Contractor will prepare inputs for NSWCCD final reports documenting trial data and analysis results. These inputs shall be prepared in the format provided by NSWCCD.

E. Task 5 - Submarine and Surface Ship Silencing Effectiveness

The Contractor shall assess the effectiveness of Submarine and Surface Ship Silencing efforts and identify silencing needs for present and future designs. These efforts shall involve the analysis of radiated noise, platform and sonar self-noise, and structureborne noise data. Performance models that relate acoustic detection and detectability shall be developed and utilized to relate the acoustic performance consequences of submarine and Surface Ship silencing efforts, goals, and requirements relative to specific threats and operating environments. These models and the resulting silencing performance estimates shall be used to identify goals for future designs and priorities for system improvements. The effectiveness of specific silencing designs, techniques, and ShipAlts on existing ships shall also be evaluated by assessing the acoustic improvements found in the radiated and/or sonar self-noise. Machinery vibration data, especially the attenuation provided across machinery mounting and isolation systems, shall also be utilized in these assessments.

The Contractor shall provide engineering and technical services necessary for routinely assessing the effectiveness of the USNS HAYES Silencing Program. The Contractor shall assist in maintaining the USNS HAYES acoustic posture, which involves the installed acoustic silencing features and equipment. The Contractor shall perform the administrative, engineering and quality assurance support tasks required by the USNS HAYES Silencing Program.

F. Task 6 - Transient Noise Studies

The Contractor shall conduct studies, investigations, and analyses of transient noise sources, noise mechanisms, transmission characteristics, and detectability characteristics against threat sensor systems. These efforts shall include the analysis of radiated noise and onboard sensors as well as the development of measurement techniques and procedures. Specific efforts shall include the identification and quantification of transient noise producing sources, evaluation of source components and operations that cause the transient noise, and evaluation of transient noise consequences. Class investigations shall be conducted that consider the ship missions and operating requirements for the systems/evolutions that are known to produce transient noise. As an example, a manual for fleet usage could be developed to increase fleet awareness of these problems and to establish procedures for ships to operate transient noise producing systems with some degree of covertness. This would involve determining the detectability characteristics of transient noise sources in terms of time length, frequency content, potential threat processing systems, and operating environments.

As part of this task, the Contractor shall also be required to plan and conduct at-sea evaluations to monitor transient noise sources, determine silencing techniques and system modifications, evaluate the effectiveness of silencing designs, and develop measurement and data analysis procedures and methods.

G. Task 7 - Own Ship Noise Monitoring

The Contractor shall conduct studies and develop procedures and techniques to monitor submarine radiated noise using onboard sensors. The specific monitor sensors of interest include platform noise hydrophones, hull and machinery mounted accelerometers, and towed arrays. This task shall involve the analysis of the relationships between the radiated noise and the onboard sensor data for a wide range of ship operating conditions. These relationships are expressed in terms of transfer functions between the platform noise and the radiated noise and between the structureborne noise and the radiated noise. These studies shall be conducted for operational classes of ships such as SSN 21, SSN 688 and SSBN 726 Classes and shall be utilized for implementation within onboard monitoring systems, especially the SSN 21 and VIRGINIA class Total Ship Monitoring System (TSMS). In the development of these transfer functions and monitoring techniques, the Contractor shall determine the accuracy of the various techniques in terms of frequency coverage, specific ship operating conditions, sensor locations, types and numbers, and processing and averaging schemes. Potential techniques and methods shall be evaluated at-sea to determine applicability and usage. For this, the Contractor shall develop experiments and provide test documentation and conduct studies to demonstrate the capability of different techniques. Data analysis, processing methods, and ship procedures that can be implemented by the fleet or within fleet systems shall be identified and developed. Guidance for data interpretation shall also be provided to fleet users of the developed techniques and methods.

The Contractor shall provide engineering support in the acquisition and analysis of surface ship towed array data. The Contractor shall install and operate the Towed array Receiver Acoustic Data Gathering and Interface System (TRADGIS) and the hardcopy LOFARgram system. Part of the tasking will be to develop test plans and test geometries for the acquisition of own ship and mutual ship radiated noise, brief surface combatants on the geometries, acquire data, and perform post-test analysis. The Contractor shall also provide post-test processing of TRADGIS and LOFARgram data with the end result being the development of an SSRNM style report with narrowband, one-third-octave band, and LOFARgram figures and a tone table.

The Contractor shall provide engineering support during the development of SPPFS-STD (Sonar Performance Prediction Functional Segment- Sonar Tactical Decision Aid) as part of the AN/SQQ-89A (V) 15 combat systems suite. Specific efforts will include supporting the integration of the sonar self-noise automated analysis software formerly known as SAMANTHA. Additionally, the Contractor shall develop test cases for testing all aspects of the decision aide that will also include end to end testing of the sonar self-noise acquisition software through to the output of the analysis software. Part of the testing will require developing a method to play acoustic data into the acquisition-processing end. The Contractor could also be tasked to provide concepts for a real time version of the software where analysis of sonar self-noise will occur as it is being acquired.

H. Task 8 - Submarine Vibration Monitoring Program (VMP) and Fleet Maintenance Activity (FMA) Data Analysis and Studies

The Contractor shall perform data analyses and studies in support of the Submarine Vibration Monitoring Program (VMP) and Fleet Maintenance Activity (FMA). This shall include the processing and analysis of ship vibration data acquired by VMP site teams, the identification of vibration problems for monitored machinery systems, the reporting of the data analysis to the fleet, and propose recommendations to correct the identified problems. The Contractor shall evaluate Submarine VMP and FMA measurement techniques and propose improvements when required.

The Contractor shall also develop software and data management tools for the analysis of the Submarine Hull Vibration Monitoring Program. This shall be developed so Government can review this data efficiently and develop spatial plots and class averages compatible with the SSN 688 Class monitoring system. The Contractor shall also evaluate the feasibility of developing expert system techniques and software for the Submarine VMP and FMA data base management systems. As part of this, the Contractor shall evaluate the compatibility of the present data base management system with the SSN 21 TSMS for all submarine classes.

I. Task 9 - Acoustic Trial Direction Support

The Contractor shall provide engineering and technical support for the planning, conduct, and execution of full-scale submarine and surface ship acoustic trials. Specific efforts shall include operation of the trial ranging system and, in the case of submarine trials, the fire control system to insure that acoustic run geometries are maintained in accordance with agenda requirements; coordination with ships force to ensure that ship operating conditions such as speed, depth, and machinery lineups, are in accordance with agenda requirements; coordination with measurement and analysis personnel to ensure that acoustic problems are documented and information on acoustic problems is transmitted to all on-site activities involved with problem resolution and in trial planning stages to develop agenda inputs based on the given technical requirements.

The Contractor shall provide engineering and technical services, incidental materials, procedures, facilities and personnel necessary for routinely assessing the effectiveness of the USNS HAYES Silencing Program. The Contractor shall assist in maintaining the USNS HAYES acoustic posture, which involves the installed acoustic silencing features and equipment. The Contractor shall perform the administrative, engineering and quality assurance support tasks required by the USNS HAYES Program.

J. Task 10 - Low Frequency Submarine Target Strength Studies and Analyses



The Contractor shall conduct studies and analyses of low frequency submarine target strength data and characteristics. These efforts shall include the analysis of low frequency target strength data obtained on full scale submarines, both coated and uncoated, and a range of scale models, up to the size of the KAMLOOPS model. As part of this effort, the Contractor shall be required to develop low frequency target strength tests and trial objectives, determine measurement requirements, develop trial agendas and test plans, participate in the trial conduct and data acquisition during the at-sea tests, and provide data processing support. An important aspect of the target strength studies shall be a determination of the ship's vulnerability to detection from low frequency sonar emissions. This shall require the use of an active sonar detection model, which considers monostatic, bistatic, and multistatic operating systems. The Contractor shall also provide studies in support of the target strength range planned for the Bayview ARD facility at Lake Pend Oreille.

K. Task 11 - Submarine Silencing Development and Design Studies

The Contractor shall perform studies, analyze test results, and provide evaluations in support of submarine silencing development and ship design. These efforts shall include the analysis of the noise characteristics on present classes of submarines, the identification of silencing techniques that can be applied to correct existing acoustic deficiencies, the evaluation of prototype installations on submarines, and the investigation of noise mechanisms and transmission. The primary thrust of this task shall be to provide guidance for future silencing R&D efforts and submarine silencing design inputs for SSN 21 and VIRGINIA class, and backfit applications to SSN 688 and SSBN 726 Classes. Noise mechanisms and transmission characteristics shall be evaluated during full-scale acoustic trials and with the NSWCCD KAMLOOPS and LSV models at the Bayview ARD facility. The Contractor shall develop tests and experiments for the KAMLOOPS model which shall evaluate the mechanisms of sonar self-noise generation in terms dome shape, dome material properties, bow area vibration characteristics, bow area treatments, and flow discontinuities aft of the dome. The Contractor shall provide test planning for these experiments, identify test requirements, determine measurement and data processing needs, develop sensor configurations and locations, provide test conduct support, and analyze and report the results. Of particular concern shall be the interpretation of the model scale results in terms of equivalent full-scale characteristics. The Contractor shall provide similar efforts for the evaluation of propulsors and propulsion systems using the LSV. Again the importance of the model scale test results shall be evaluated in terms of full-scale submarine radiated noise characteristics.

L. Task 12 - Acoustic Measurement and Data Acquisition System Development

The Contractor shall provide acoustic measurement and data acquisition system development support for the Submarine and Surface Ship Acoustic Trial functional areas. This shall include the acquisition and processing of radiated noise, structureborne noise, and platform and sonar self-noise data. These efforts shall include the analysis of acoustic trial reporting requirements, identification of signal processing techniques and methods, development of system specifications, determination of adequacy of commercially available instrumentation, development of software operating systems and codes, determination of interfacing requirements with ship systems such as sonar and fire control, and validation and verification of data acquisition system operability and accuracy. The development of acoustic measurement and data acquisition systems shall include state of the art techniques, such as acoustic holography and bi-spectral analysis. After researching available technology, the Contractor shall develop system specifications and an overall system architecture. The Contractor shall also provide software development for the measurement system operation.

The Contractor shall provide software development for existing acoustic trial measurement and data acquisition and processing systems. This software development would primarily provide improved signal processing, efficiency, or user operability to presently used systems. Documentation of existing and modified software and development of system user manuals would be included in this task.

The Contractor shall develop software for the acquisition and analysis of surface ship acoustic data similar to Acoustic Data Acquisition and Analysis Software (ADAAS). This would include the acquisition, analysis, or post processing of data from the following systems: surface ship hull and keel mounted sonar's AN/SQS-53 (all variants) and AN/SQS-56; AN/SQR-19 Towed Array; NSWC's Hardcopy LOFARgram system; and NSWC's SSNFS system.

In order to determine the source of sonar self noise problems the Contractor shall work with the acoustic models of sonar self-noise signatures. This could involve the modification / expansion of the NSWC / NUWC 32 bit Estimation and Prediction Of Components (EPOC32) software used to model sonar self noise signatures for DDG 51, CG 47, or DD 963 classes.

The Contractor shall develop automated analysis software similar to the Sonar Activeband Measurement Analysis through Automation (SAMANTHA). Tasking will include the development of data flow logic diagrams to demonstrate the processing and decision flow of the software prior to software development; develop software and fully test all software logic.

The Contractor shall design, develop, and build specialized test fixtures, software, and acquisition equipment to acquire surface ship noises data and investigate surface ship noise anomalies. This will include breakout of sonar area element data to select any of the 576 array elements, testing for reverse wired and dead transducer elements, time correlation to determine direction of noise sources, mapping of noise levels from sonar array elements, and acquisition of sonar data for the conduct of self-noise surveys including receive sensitivity, transmit source levels, and transmit and receive beam patterns.

M. Task 13 - Database Management System Development and Maintenance

The Contractor shall provide technical support in the development and maintenance of the individual database management systems used by the radiated noise, platform and sonar self-noise, structureborne noise, submarine vibration monitoring program, and trial directors functional groups. These database management systems provide historical data storage and retrieval, class statistical analyses, and trend analysis. This support shall include evaluation of database management systems requirements, development of system specifications, identification of system components, software development, software validation and verification, software maintenance, development of system documentation and user guides, and data entry. As appropriate, the Contractor shall apply system technology to database management systems so Government can reduce the time necessary to analyze acoustic trial data. This would include a data validation technique that would automatically mark data that appears invalid. This is critical to the application of other automated data analysis techniques that the Contractor shall develop since it ensures that further analysis is based on accurate data. Another feature of the system development would be the automated analysis of all of the data from a given event and the determination of noise deficiencies of interest. This feature would evaluate the level, signal to noise ratio, and other factors of importance for a specified data set and provide a report of all tonals that could possibly be of interest to the analyst.

The Contractor shall accomplish technical enhancements to automated resources that support analysis, modeling, and reporting of radiated noise and D&D acoustic test data. These are the Detection and Detectability Workstation (DDWS), analyst view station (AVS), transient processing system, and Gatekeeper. The Contractor shall provide development, maintenance, and administration of a centralized database and web server. Support performance assessment techniques for tactical considerations on current Navy platforms and for acoustic susceptibility calculations of future naval combatants, and engineering requirements for an integrated database of diverse, disparate measurements.

The Contractor shall perform functional allocations to identify required tasks and their interrelationships, in order to develop the next generation of DDWS and supporting systems using web-enabled protocols. Determine the most efficient methods for database management of large volumes of radiated and self-noise signatures of U.S. and foreign ships. Derive new performance assessment techniques and acoustical trial report objectives, and determine common data formats for a variety of Navy activities and programs that rely upon radiated-noise results promulgated by NSWCCD in several automated formats.

The Contractor shall develop full-spectrum acoustic vulnerability algorithms applicable to radiated-noise measurements and predictions, against sensors and processors in numerous oceanographic areas and littoral regions. Modify stealth vulnerability algorithms applicable to the reactive threat, one that is technologically feasible with

worldwide evolutionary trends in noise reduction and signal processing. Define signal processing features, sonar display settings, and figure-of-merit parameters

N. Task 14 - Program Management Support

The Contractor shall evaluate signatures measurement objectives and specifications, review the Program of Record in meeting customer product requirements, and assist with high-level Navy action items and program objectives, such as those appropriate to the Acoustic Health Advisory Board (AHAB). Develop training material and documentation on the historical transition of RDT&E products to the current fleet and to new ship designs. Provide recommendations for implementation of submarine stealth technologies and noise reduction features. The Contractor shall support verification, validation, and accreditation (VV&A) for modeling and simulation requirements through documentation of system capabilities and meeting criteria established by the Navy.

The Contractor shall provide management and administrative support during the financial development phase for a number of incoming projects. Develop project-tracking procedures for various funded accounts, monitor direct labor spending against project codes, and verify financial expenditures using cost database systems. The Contractor shall provide reports on work progress in regard to financial analysis and monitoring, and participate with program managers in financial status and planning meetings.

O. Task 15 - Instrumentation at NSWCCD Sites

In performance of this contract, the Contractor will be required to perform services at various NSWCCD sites. Instrumentation may be made available at these sites for the purposes of acoustical data acquisition at-sea and at test sites for signal processing and analysis in support of tasks issued under this contract. The Contractor shall be required from time to time to provide support services and materials for proper equipment operation and utilization in contract performance.

The Contractor shall provide required NSWCCD Dive Locker Equipment support and dive support for any NSWCCD Acoustic facilities and sites, as required.

#### SECTION D Packaging and Marking

The items to be delivered under this contract shall be packaged and marked in accordance with the Contractor's standard practices.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

The contract ordering period shall be from the effective date of the contract through five (5) years thereafter.

The contract performance period shall be from the effective date of the contract through ninety (90) days after the end of the ordering period.

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor (**To be inserted at time of award**) at the following address:

To be inserted at time of award

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to (**To be inserted at time of award**). Following verification, the contract auditor (To be inserted at time of award) will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 5 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report" is required only with the final invoice.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)



## SECTION H Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

#### CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR

is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995

252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract (EDOC) through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$3,000,000.00**;

(2) A series of orders from the same ordering office within **five (5)** days that together exceed \$6,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **ninety (90) days after the end of the ordering period..**

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of the services specified in contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor before the end of contract performance.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the

disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of



the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been

disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

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(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes

may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

#### 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the

Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://farsite.hill.af.mil/VFFAR1.HTM>

DFAR Clauses: <http://farsite.hill.af.mil/Vfdfar1.htm>

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFAR (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is: (To be inserted at time of award)

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I03 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design



work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

#### CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### CAR-I05 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to **(To be specified on individual Task Orders)** inclusive of fee. It is estimated that these funds will cover the cost of performance through **(To be specified on individual Task Orders)**. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of **(To be specified on individual Task Orders)** shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution

or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

(To be inserted at time of award)

#### CAR-I12 GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
----------	----------	------

(To be specified on individual Task Orders, if applicable)

(b) The property will be delivered at Government's expense at or near [ \* ]

\*The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

#### CAR-I16 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (JUNE 2002)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further includes those items that would otherwise be excluded by paragraph (3) of the FAR 2.101 definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised under the contract).

#### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

The following documents are physically included in the solicitation document:

CARDEROCKDIV 3150/1	Carderock Division Dive Plan
CARDEROCKDIV3150/2	Emergency Assistance Checklist
DD FORM 254	Contract Security Classification Specification
DD FORM 1423	Contract Data Requirements List (CDRL)
DD FORM 1664	Data Item Descriptions (DIDs)
SF LLL	Disclosure of Lobbying Activities

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$15,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.



(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

## 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal

agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts

and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (Completion) contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Elaine D. Weschler, Code 3321  
 Naval Surface Warfare Center  
 Carderock Division  
 9500 MacArthur Boulevard  
 West Bethesda MD 20817-5700  
 Phone No. 301-227-1696

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)



This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://farsite.hill.af.mil/VFFAR1.HTM>

DFAR Clauses: <http://farsite.hill.af.mil/Vfdfar1.htm>

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any DFAR (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

#### CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracting labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

#### CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	5
Cost Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

#### (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

## (2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (4) sections, and shall address in detail the following information:

### MANDATORY REQUIREMENTS:

To be considered for award, proposals submitted in response to this solicitation must meet the following mandatory requirements:

#### 1. LOCATION REQUIREMENT

Performance of task orders under the contract will require frequent interchange with NSWCCD personnel for the purpose of transmitting and discussing classified technical information and for performing data processing on equipment at the Naval Surface Warfare Center, Carderock Division (NSWCCD), West Bethesda, MD site. Therefore, the Contractor's must have a facility within a 1 hour commuting distance from NSWCCD Bethesda, MD. Accordingly, the Offeror shall state whether they have a facility within a 1 hour commuting distance from the NSWCCD, West Bethesda, MD site or describe their plan for obtaining a facility to meet this requirement.

#### 2. SECURITY REQUIREMENTS

During performance of task orders under this contract, the contractor may receive or generate information classified to the level of SECRET, as indicated on the attached DD Form 254, Contract Security Classification Specification. Therefore, Offerors must have a facility clearance at the SECRET level and all personnel proposed to work on the contract must be cleared at that level. Accordingly, the Offeror shall address the existence of a SECRET security clearance or its plan for obtaining the security clearance for both its facility and all proposed personnel in the technical proposal. The successful contractor not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

### Evaluation Sub-Factors

1. Personnel
2. Technical Understanding

3. Corporation Experience
4. Past Performance
5. Management Plan
6. Facilities

#### (1) Personnel

##### Key Personnel

All resumes submitted under the key personnel labor categories shall be grouped by labor category and each resume shall contain the following information:

- name, proposed personnel category,
- educational background, including academic degrees and the year conferred,
- technical training background, including training program completion and year completed,
- years and history of applicable employment experience. Identify the technical qualifications relevant to the task areas in the statement of work and the education and experience for the specific labor category,
- citizenship,
- current level of security clearance, and
- history of other experience and professional accomplishments that the Offeror may wish to present to demonstrate qualifications of the proposed individual

The number of resumes required for each key personnel labor category is specified below. Offerors may submit additional resumes, but there is a limit of two (2) additional resumes only for each labor category. Any resumes beyond the two (2) additional resumes will not be considered nor evaluated.

<u>Key Personnel Category</u>	<u>Number of Resumes</u>
A. Principal Scientist/Engineer	5
B. Program Manager	5
C. Senior Acoustic Measurement Engineer	2
D. Acoustic Measurement Engineer II	3
E. Programmer/Analyst II	2
F. Systems Engineer (Equipment Support)	1
G. Programmer/Analyst I	2
H. Acoustic Measurement Engineer I	1
Total:	21

#### A. PRINCIPAL SCIENTIST/ENGINEER (5 RESUMES)

1. A BS degree in engineering or physics with 15 years of experience, or 23 years technical experience without the degree, in the field of acoustics with an emphasis on the planning, conduct, and reporting of submarine and/or surface ship acoustic trials 2) Experience should include submarine and/or surface ship acoustic trial measurement procedures and have experience in the conduct and direction of submarine and/or surface ship trials. 3) Experience should include planning of submarine and/or surface ship acoustic trials including the development of submarine and/or surface ship trial plans and detailed run agendas for the trials.

#### B. PROGRAM MANAGER (5 RESUMES)

1. A BS degree in engineering or scientific disciplines with 10 years technical experience, or 18 years technical experience without the degree, in the field of submarine and/or surface ship acoustics with an emphasis on the

planning, conduct, and reporting of submarine and/or surface ship acoustic trials. 2) Experience should include submarine and/or surface ship machinery systems and operating procedures required to develop acoustic trial test plans and detailed run geometries. 3) Experience should demonstrate knowledge of the goals and objectives of submarine and/or surface ship acoustic trials program and should have participated in acoustic trials in a management role such as trial direction or coordination.

C. SENIOR ACOUSTIC MEASUREMENT ENGINEER (2 RESUMES)

1. A BS degree in engineering or physics with 10 years of technical experience, or 18 years technical experience without the degree, in the submarine and/or surface ship acoustic trials program. 2) Experience should include submarine and/or surface ship acoustic trial requirements, data acquisition and analysis system development, and data reduction and analysis procedure development. 3) Experience should include submarine and/or surface ship acoustic trials, analyzed and reported trial data, prepared acoustic trial documentation and has in-depth knowledge of submarine and/or surface ship silencing goals and criteria, noise sources and mechanism of noise generation, and silencing techniques.

D. ACOUSTIC MEASUREMENT ENGINEER II (3 RESUMES)

1. A BS degree in engineering or scientific discipline with 5 years of technical experience, or 13 years technical experience without the degree, in acoustic data analysis, of which 3 years should be marine noise analysis. 2) Experience should include submarine and/or surface ship acoustic trial measurement systems, data acquisition and analysis procedures, and data base management systems. 3) Experience should include submarine and/or surface ship acoustic trials in a data analyst/project management (radiated or sonar self-noise preferred) role or prepared acoustic vulnerability assessments.

E. PROGRAMMER/ANALYST II (2 RESUMES)

1. A BS degree in engineering, scientific or business discipline with 5 years of experience, or 13 years technical experience without the degree, in the technical or programmatic management and analysis of acoustic programs and systems. 2) Experience should include acoustic system life cycle support, life cycle cost studies, installation and testing and logistic support. 3) Experience should include manpower and resource allocation and estimating as well as being experienced in the development of Navy program documentation.

F. SYSTEMS ENGINEER (EQUIPMENT SUPPORT) (1 RESUME)

1. A BS degree in engineering or physics with 5 years of technical experience, or 13 years technical experience without the degree, in submarine and/or surface ship power plant, machinery, propulsion, or auxiliary systems. Experience in structureborne noise phase of acoustic trials is desirable. 2) Experience should demonstrate knowledge of relationship between submarine/surface ship and structureborne noise characteristics and radiated noise and familiar with noise reduction techniques and methods. 3) Experience should include the development of noise data acquisition and analysis systems and procedures and have the ability to coordinate submarine/surface ship operations with noise measurement schedules consistent with trial agenda requirements and knowledge of submarine/surface ship hull/structural arrangements, its systems and equipment, and their principles of operation.

G. PROGRAMMER/ANALYST I (2 RESUMES)

1. A BS degree in engineering, scientific or business discipline with 2 years of experience, or 10 years technical experience without the degree, in the technical or programmatic management and analysis of acoustic programs and systems. 2) Experience should include acoustic system life cycle support, life cycle cost studies, installation and testing, and logistic support. 3) Experience should include manpower and resource allocation and estimating.

H. ACOUSTIC MEASUREMENT ENGINEER I (1 RESUMES)

1. A BS degree in engineering or scientific discipline with 3 years of technical experience, or 11 years technical experience without the degree, in acoustic data analysis of which 1 year should be submarine noise analysis. 2) Experience should include submarine/surface ship trials measurement systems, data acquisition and analysis procedures, and data base management systems. 3) Experience should demonstrate knowledge of/or participated in submarine/surface ship acoustic trials in data analyst/project management (radiated noise or sonar self –noise) had a role or assisted with preparing acoustic vulnerability assessments.

#### Non-Key Personnel

Offerors are not required to submit resumes for these positions. However, offerors are required to include a statement in their proposal as to whether they do have such personnel available for work under the resultant contract and that they meet the stated qualifications.

#### I. JUNIOR ENGINEER

1. A BS degree in engineering or physical sciences with 2 years of technical experience, or 10 years experience without the degree. 2) Experience in the analysis of radiated, sonar self or structureborne noise data, and experience in acoustic measurement systems and data reduction and processing.

#### J. ENGINEERING AIDE

1. A year of formal technical training and 1 to 2 years experience in measurement programs. 2) Experience in trial installation procedures and operation of computer database management systems.

#### K. CLERICAL SUPPORT ASSISTANT

1. One year of training beyond high school level and have 3 years experience in a program support role for programs related to one of the following: ship silencing, data processing systems, ship design, sonar systems, submarine weapons systems, or submarine/surface ship test and evaluation. 2) Experience in one of the following functional areas: financial controls and management, report preparation and editing, technical documentation development, or administrative program support.

#### L. DIVER

Shall have experience in using scuba gear to inspect, repair, remove, and install equipment and structures, repairing vessels below the waterline and photographing underwater structures.

#### (2) Technical Understanding

A. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures and documentation associated with radiated noise measurements for submarines and surface ships; evaluation of ship silencing effectiveness and design options of silencing technologies for future combatants; and conduct of submarine detection and detectability studies. (SOW Tasks 1 and 2)

B. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures and documentation associated with submarine and surface ship noise source localization analysis; submarine and surface ship silencing effectiveness analysis; and the conduct of submarine silencing development design studies. (SOW Tasks 3, 5, and 11)

C. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures and documentation associated with the evaluation of oceanographic research vessels and hydrographic survey ships to verify design and platform acceptability for various acoustic systems. (SOW Task 4)

D. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with ship transient noise analysis and own-ship radiated noise monitoring. (SOW Tasks 6 and 7)

E. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with the Fleet Maintenance Activity (FMA) and the Submarine Vibration Monitoring Program ((VMB) data analysis studies; acoustic measurement and data acquisition development; and acoustic data base management system development and maintenance; acoustic program management support. (SOW Tasks 8, 12, 13, 14, and 15)

F. Demonstrate a technical understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with ship acoustic trial direction; USNS HAYES silencing program; and low frequency submarine target strength analysis. (SOW Tasks 9 and 10)

(3) Corporate Experience

Offerors shall provide all relevant corporate experience for similar or related work under contracts currently being performed or completed during the last three (3) years. The Offeror may include Federal, State and Local Government and private sector contracts. Offerors that represent newly formed entities, without prior contract experience, should identify previous contract and subcontract experience for all key personnel identified in the proposal. The contractor shall provide the following information for each such contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Brief Description of Scope of Work
5. Contract Type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance
9. Contract Deliverables

(4) Past Performance

The Offeror shall provide relevant past performance information on the Offeror's previously awarded contracts in the past three (3) years. Offerors shall provide its past performance information that reflects its record of (a) conformance to specifications and (b) standards of good workmanship, (c) a history of containing and forecasting costs, (d) adherence to contract schedules, (e) a history for reasonable and cooperative behavior, and (f) a commitment to customer satisfaction, and (g) Compliance with the clause at FAR 52.219-8 – Utilization of Small Business Concerns,\* and (h) Compliance with the clause at FAR 52.219-9 – Small Business Subcontracting Plan.\*\*

\*Clause 52.219-8 applies to all Offerors, including small businesses.

\*\*Clause 52.219-9 applies to only Offerors that are large businesses.

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an Offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular Offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each Offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has

already been rated under the CPARS system, or which the Offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an Offeror's proposal.

Incomplete data may not be considered.

(5) Management Plan

The Offeror shall describe its organizational structure and how the Offeror shall respond to all aspects of Section C – Statement of Work. The Offeror shall also address its subcontractor management plan if applicable, and show how any proposed subcontractor will be integrated into the overall management approach to ensure that the contract objectives are met. Lines of communication should be discussed so that the method of communication between the working level personnel and top management is clearly understood. Discuss procedures for effective control of contract performance so that the quality of the effort is assured and that the work is performed in an efficient and cost effective manner.

(6) Facilities

The Offeror shall describe its facilities that will be available for performing the task areas in the Section C – Statement of Work.

A. Word Processing

The Offeror shall address whether it has word processing equipment that is PC based and capable of running current software programs such as WORD and EXCEL and capable of producing fifty (50) pages of text within 24 hours using Word (current version).

B. Computer Aided Design System

The Offeror shall address whether it possesses a computer aided design (CAD) system. The system shall be compatible with Navy Standard CAD system including Autocad in MS-DOS format via IGES digital format.

C. Computer Facilities

The Offeror shall address whether it possesses an in-house computer system for signature data processing program development and classified data processing compatible with NSWCCD systems.

D. The Offeror shall address whether it possesses computer graphics and reproduction capability.

E. The Offeror shall address whether it possesses laboratory facilities, tools, equipment and instrumentation necessary for acoustic data acquisition equipment development.

(3) COST PROPOSAL

The Naval Surface Warfare Center, Carderock Division (NSWCCD) anticipates award of an indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) contract for a period of five years as a result of this solicitation. This form of contract allows issuance of Task Orders on a completion basis in lieu of level of effort or term. Completion form Task Orders require the contractor to complete and deliver a specified end product (such as hardware, software, raw material, or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur cost above the original cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, Offerors shall use the following labor categories and hours for EACH YEAR of the five-year period of performance.



(Note: The Categories and hours listed below will not be included as part of the contract award document; however, Key Personnel proposed and accepted will be included in the award document.

<u>Key Labor Category</u>	<u>Est. Total Hrs Per Yr</u>	<u>Contractor Site</u>	<u>Gov't Site</u>
Principal Scientist/Engineer	7,300	3,650	3,650
Program Manager	9,100	4,550	4,550
Senior Acoustic Measurement Engineer	2,800	1,400	1,400
Acoustic Measurement Engineer II	4,800	2,400	2,400
Programmer/Analyst II	3,600	1,800	1,800
Systems Engineer (Equip Support)	1,800	900	900
Programmer/Analyst I	2,800	1,400	1,400
Acoustic Measurement Engineer I	1,800	900	900
<b><u>Non-Key Labor Category</u></b>			
Junior Engineer	7,000	3,500	3,500
Engineering Aide	1,800	900	900
Clerical Support Assistant	1,800	900	900
Diver	<u>3,000</u>	<u>0</u>	<u>3,000</u>
Total Hours:	47,600	22,300	25,300

To assist the Government in determining cost reasonableness/realism for this effort, the Offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the Offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements, which may be applicable but not necessarily limited to:

**Direct Labor Costs:**

A. Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified above. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

B. If an Offeror's proposed labor category differs in name from those listed above, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

C. The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

D. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

E. The Offeror shall provide a copy of the employment contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

**Subcontracting Costs:** The proposal shall include subcontract cost data in the same level of detail as provided for the Offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this solicitation.

**Consultants:** If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs, which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). The Offeror shall also provide a copy of the Consultant Agreement.

**Indirect Rates:** Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

**Facilities Capital Cost of Money:** If this cost element is proposed, the Offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

**Fee:** Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Support Costs:** These costs reflect all other direct costs, which are not labor costs. For proposal purposes, amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, it should be noted that all support costs are non-fee bearing costs.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M03 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the

approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

*(3) Evaluation of Indirect Rates Applicable to Support Costs:*

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for labor plus support costs. It is intended to reimburse support costs on the basis of actual reasonable and allowable costs incurred plus G&A. Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the amounts specified for support costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support cost items, those rates shall be identified in the proposal and will also be added to the respective amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support costs specified, it will do so for evaluation purposes only and will not actually change the amount at time of award. Rather, the contract will indicate that the amount is inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

*(d) Competitive Acquisition Instructions.*

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

*(e) Discussion/Final Proposal Revisions.* The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) ***Basis for Contract Award.*** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost.

(g) ***Evaluation Factors.*** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance. The factors are as follows:

1. Personnel
2. Technical Understanding
3. Corporation Experience
4. Past Performance
5. Management Plan
6. Facilities

#### 1. Personnel

Key Personnel - This subfactor shall be evaluated based on the demonstrated education and experience levels for each labor category and required number of resumes as specified in Section L. Offeror's key personnel who do not meet the desired qualifications shall be scored downward as appropriate. All resumes for a particular category will be weighted scores based on the hours proposed for each resume and then an overall average score will be derived for that category.

Non-Key Personnel – This factor will be evaluated based on whether the Offeror provided a statement that they have the Non-Key Personnel available for work under the resultant contract who meet the stated qualifications.

The Principal Scientist/Engineer is more important than the Program Manager .

The Program Manager and the Senior Acoustic Measurement Engineer are equal and more important than the Acoustic Measurement Engineer II.

The Acoustic Measurement Engineer II, Programmer/Analyst II, and the Systems Engineer (Equipment Support) are equal and more than the Programmer/Analyst I, Acoustic Measurement Engineer I, and the Non-Key Personnel Statement.

The Programmer/Analyst I and the Acoustic Measurement Engineer I are slightly more important than the Non-Key Personnel Statement.

2. Technical Understanding – This subfactor shall be evaluated based upon the Offeror's demonstrated understanding of the technical issues, engineering practices, analysis procedures and documentation associated with radiated noise measurements for submarines and surface ships. The Offeror will be evaluated on its understanding of ship silencing effectiveness and design options of silencing technologies for future combatants; and conduct of submarine detection and detectability studies. (SOW Tasks 1 and 2)

The Offeror shall be evaluated on its demonstrated understanding of the technical issues, engineering practices, analysis procedures and documentation associated with submarine and surface ship noise source localization analysis; submarine and surface ship silencing effectiveness analysis; and the conduct of submarine silencing development design studies. (SOW Tasks 3, 5, and 11)

The Offeror shall be evaluated on its demonstrated understanding of the technical issues, engineering practices, analysis procedures and documentation associated with the evaluation of oceanographic research vessels and hydrographic survey ships to verify design and platform acceptability for various acoustic systems. (SOW Task 4)

The Offeror shall be evaluated on its demonstrated understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with ship transient noise analysis and own-ship radiated noise monitoring. (SOW Tasks 6 and 7)

The Offeror shall be evaluated on its demonstrated understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with the Fleet Maintenance Activity (FMA) and the Submarine Vibration Monitoring Program (VMP) data analysis studies; acoustic measurement and data acquisition development; and acoustic data base management system development and maintenance; acoustic program management support. (SOW Tasks 8, 12, 13, 14, and 15)

The Offeror shall be evaluated on its demonstrated understanding of the technical issues, engineering practices, analysis procedures, and documentation associated with ship acoustic trial direction; USNS HAYES silencing program; and low frequency submarine target strength analysis. (SOW Tasks 9 and 10)

3. Corporate Experience – This subfactor shall be evaluated based upon the relevant corporate experience in similar or related work under contracts currently being performed or completed during the last three (3) years, which may be Federal, State and Local Government or private sector contracts. Offerors that represent newly formed entities, without prior contract experience, shall be evaluated based upon previous contract and subcontract experience for all key personnel identified in the proposal.

4. Past Performance - This subfactor shall be evaluated based on the following items:

- a. Conformance to specifications,
- b. Standards of good workmanship,
- c. History of containing and forecasting costs,
- d. Adherence to contract schedule,
- e. History of reasonable and cooperative behavior,
- f. Commitment to customer satisfaction,
- g. Compliance with the clause at FAR 52.219-8 – Utilization of Small Business Concerns,\* and
- h. Compliance with the clause at FAR 52.219-9 – Small Business Subcontracting Plan.\*\*

\*Clause 52.219-8 applies to all Offerors, including small businesses.

\*\*Clause 52.219-9 applies to only Offerors that are large businesses.

5. Management Plan – This subfactor shall be evaluated based upon the description of the Offeror's organizational structure and its effectiveness in responding to all aspects of Section C – Statement of Work. Does the Offeror address its subcontractor management plan, if applicable, and how any proposed subcontractor will be integrated into the overall management approach to ensure that the contract objectives are met? Are the lines of communication addressed, and if so, do they demonstrate an effective method of communication between the working level personnel and top management? Are procedures for effective control of contract performance addressed, and if so, do they demonstrate that quality of the effort will be met? Do the procedures demonstrate that work will be performed in an efficient and cost effective manner?

6. Facilities – This subfactor shall be evaluated based upon the Offeror's description of its facilities that are available for performing the task areas in the Section C – Statement of Work.

- a. Word Processing – Does the Offeror have word processing equipment that is PC based and capable of running current software programs such as WORD and EXCEL and capable of producing fifty (50) pages of text within 24 hours using Word (current version)?
- b. Computer Aided Design System – Does the Offeror possess a computer aided design (CAD) system? And if so, has the Offeror demonstrated that it is compatible with the Navy Standard CAD system including Autocad in MS-DOS format via IGES digital format?
- c. Computer Facilities – Does the Offeror possess an in-house computer system for signature data processing program development and classified data processing compatible with NSWCCD systems?
- d. Does the Offeror possess computer graphics and reproduction capability?
- e. Does the Offeror possess laboratory facilities, tools, equipment and instrumentation necessary for acoustic data acquisition equipment development?